

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 14, 2004

Division: Growth Management

Bulk Item: Yes X No       

Department: Planning and Environmental Resources

**AGENDA ITEM WORDING:** Approval of a Memorandum of Agreement with the Florida Department of Environmental Protection-Office of Greenways and Trails (DEP-OGT) to assist in the construction of the Florida Keys Overseas Heritage Trail.

**ITEM BACKGROUND:** The County Commission previously passed a resolution allowing the DEP to design, build, and maintain the Florida Keys Overseas Heritage Trail. The County has supported DEP by dedicating County funds towards the completion of this project. In 2002, the County Commission dedicated Roadway Impact Fees for the rehabilitation of the Flagler Railroad Bridges to facilitate the completion of the FKOHT.

In addition to the available County funds, DEP-OGT has received additional funding from various sources that will allow for the completion of design and construction of the FKOHT on the Rockland Key Bridge, Lower Sugarloaf Bridge, and Tom Harbor Cut. DEP-OGT proposes to spend the following impact fee amounts for the following projects:

\$200,000 for construction on the Rockland Key Bridge (District 1),  
\$450,000 for construction on the Lower Sugarloaf Bridge (District 1),  
\$620,000 for construction on Tom Harbor Cut (District 2),  
\$30,000 for Planning and Design Activities for Tom Harbor Cut (District 2).

**PREVIOUSLY RELEVANT BOCC ACTION:**

May 18, 2000-Resolution 205-2000-A Resolution to allow the FDEP to design, build, and maintain the Florida Keys Overseas Heritage Trail.

April 17, 2002-Resolution No. 161-2002-A Resolution to transfer Roadway Impact Fees in the amount of \$650,000 in District 1, \$650,000 in District 2, and \$700,000 in District 3 for design and construction to rehabilitate the Flagler Railroad Bridges for use as the Overseas Heritage Trail.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATION:** Approval.

**TOTAL COST:** \$1,300,000

**BUDGETED:** Yes        No       

**COST TO COUNTY:** \$1,300,000

**SOURCE OF FUNDS:** Fund #130-Roadway Impact Fees.

**REVENUE PRODUCING:** Yes        No X

**AMOUNT PER MONTH** N/A **Year**       

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
Timothy J. McGarry, AICP

**DOCUMENTATION:** Included X

To Follow        Not Required       

**DISPOSITION:**       

**AGENDA ITEM #** K-2

*KMC*

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: Office of Greenways and Trails Contract # \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

Contract Purpose/Description:

Agreement to provide Roadway Impact Fees totaling \$1,300,000 to fund design and construction to rehabilitate the following Flagler Railroad Bridges: Rockland Key Bridge, Lower Sugarloaf Bridge, and Tom Harbor Cut Bridge.

Contract Manager: K. Marlene Conaway 2523 Planning and Environmental Resources  
 \_\_\_\_\_  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on July 14, 2004 Agenda Deadline: June 25, 2004

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 1,300,000 Current Year Portion: \$ 1,300,000  
 Budgeted? Yes ☒ No ☐ Account Codes: 130-5810-86519-590125-\$1,300,000  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$0/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/21/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/22/04</u>
Risk Management	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>B.L. Graham</u>	<u>6/24/04</u>
O.M.B./Purchasing	<u>6/23/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>6/23/04</u>
County Attorney	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/25/04</u>

Comments: Hopefully OGT understands Invoices submitted to County will comply with all accounting principles & statutory requirements. It would be preferable for the agreement to specify that.

OMB Form Revised 2/27/01 MCP #2

Added clause that addresses invoices must meet all accounting principles & statutory requirements

MONROE COUNTY  
MEMORANDUM OF AGREEMENT WITH  
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF GREENWAYS AND TRAILS

This **MEMORANDUM OF AGREEMENT**, hereinafter called **AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between **MONROE COUNTY**, hereinafter called the **COUNTY** and the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION-OFFICE OF GREENWAYS AND TRAILS** hereinafter called **OGT**.

**WITNESSETH**

WHEREAS, the **COUNTY** and **OGT** have the common goal of providing a safe and convenient interconnected shared use linear trail hereby designated the "Florida Keys Overseas Heritage Trail" hereinafter called the **TRAIL**, that connects communities, recreation areas, schools and businesses along the State Road 5 (US 1) corridor in Monroe County for non-motorized users; and

WHEREAS, the **COUNTY** and **OGT** have worked as partners and contributed to the funding of the development of the Florida Keys Overseas Heritage Trail Master Plan, hereinafter called the **MASTER PLAN**; and

WHEREAS, the **MASTER PLAN** identified gaps and deficiencies in existing conditions, made recommendations on trail planning, including trailheads, rest stops, use of the historic bridges, trail implementation and trail management; and

WHEREAS, the **COUNTY** by Resolution No. 161-2002 did dedicate Roadway Impact Fees for design and construction to rehabilitate the Flagler Railroad Bridges for use as the **TRAIL**; and

WHEREAS, the dedicated amounts are \$650,000 for District 1 (Lower Keys) projects, \$650,000 for District 2 (Middle Keys) projects, and \$700,000 for District 3 (Upper Keys) projects; and

WHEREAS, **OGT** is proposing to use the County Impact Fees for the following activities:

\$200,000 for construction on the Rockland Key Bridge (District 1),  
\$450,000 for construction on the Lower Sugarloaf Bridge (District 1),  
\$620,000 for construction on Tom Harbor Cut (District 2),  
\$30,000 for Planning and Design Activities for Tom Harbor Cut (District 2); and

WHEREAS, **OGT** will supplement the County Impact Fees with the following funding:

\$200,000 for Rockland Channel Bridge from the Florida State Division of Historical Resource Special Category Grant Funds.

\$450,000 for Lower Sugarloaf Bridge from the Florida Department of Transportation District 6 Enhancement Funds.

\$675,000 for Tom Harbor Bridge Design and Construction and Tom Harbor Cut Design from FDOT District 6 Enhancement Funds; and

WHEREAS, the **OGT** has committed to being the manager of the **TRAIL** which will consist of the maintenance responsibilities;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

## **1. COUNTY AND OGT RESPONSIBILITIES**

### **1.1 COUNTY RESPONSIBILITIES**

The **COUNTY** by executing this **AGREEMENT** accepts its responsibilities to provide dedicated Roadway Impact Fees to fund the completion of the following designated **OGT** projects as stated below.

The **COUNTY** will assist with all public hearings, community involvement efforts, and documentation of public support and opposition to each segment of the projects.

### **1.2 OGT RESPONSIBILITIES**

The **OGT**, by executing this **AGREEMENT**, accepts its responsibilities to carry out the activities described for the segments of the **TRAIL** outlined above, either in-house or through the utilization of contractors. **OGT** will be responsible for coordinating the bid packages. **OGT** will be responsible for the community involvement program and will be responsible for all necessary public workshops.

**OGT** will prepare the contract documents necessary to secure competitive bids, advertise, receive bids, award and administer the construction contracts necessary to complete the **TRAIL** in substantial compliance with the **MASTER PLAN**.

**OGT** accepts its responsibilities to acquire any necessary permits or environmental determinations from other regulatory agencies.

**OGT** accepts its responsibilities to submit invoices that comply with all accounting principles and statutory requirements.

**OGT** will coordinate with utilities (i.e. electric, water, communications), the County Stormwater Master Plan, and the Florida Keys Scenic Highway Program.

**OGT** will be responsible for all construction inspections, and quality control and documentation of periodic and final payments made to contractors.

**OGT** shall review and approve all invoices for Roadway Impact Fee funds and submit to the **COUNTY** for payment on a basis to be outlined within the contract with the winning vendor.

## **2. AMENDMENTS**

This **AGREEMENT** may be amended in writing for the purpose of revising responsibilities of the parties or for any other purpose mutually agreed upon by all parties.

## **3. NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To OGT:** Office of Greenways and Trails  
Office of Trail Manager  
3 La Croix Court  
Key Largo, FL 33037

**To COUNTY:** Monroe County Planning Department  
2798 Overseas Highway  
Marathon, FL 33050

## **4. TERMINATION**

Any termination condition described herein shall require a six (6) month notice from any of the parties. This **AGREEMENT** is subject to termination under any of the conditions described below.

The **COUNTY** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **OGT** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **OGT** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

## **5. INDEMNIFICATION**

The parties agree to indemnify and hold the other harmless, to the extent of the limitations included with Section 768.28, of the Florida Statutes.

**6. TERMS**

- 6.1 The terms of this **AGREEMENT** shall only commence upon execution by all parties and shall continue until termination as set forth in Section 4.
- 6.2 This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other agreements and understanding, oral or written reference to the subject matter hereof that are not merged herein and superseded hereby.
- 6.3 This **AGREEMENT** is nontransferable and nonassignable in whole or in part without consent of the **COUNTY**.
- 6.4 This **AGREEMENT**, regardless of where executed, shall be governed by, and constructed according to the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION-OFFICE OF GREENWAYS  
AND TRAILS**

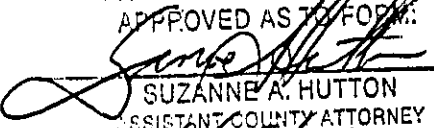
**MONROE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
6/25/04